

NOTE CHANGES MADE BY THE COURT

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

TAPPAN ZEE,

Plaintiff,

v.

JAMES P. MCDONNELL a/k/a Jim McDonnell, individually and as Los Angeles County Sheriff; THOMAS ANGEL, individually and as Chief of Staff to the Sheriff of Los Angeles County; and RICHARD J. BARRANTES, individually and as an Assistant Sheriff of the Los Angeles County Sheriff's Department; and ELIEZER VERA, individually and as a Captain of the Los Angeles County Sheriff's Department; and SALIM S. AIMAQ, individually and as a Deputy of the Los Angeles County Sheriff's Department; and JOHN L. SCOTT, individually and as the former Interim Sheriff of Los Angeles County; and the LOS ANGELES COUNTY SHERIFF'S DEPARTMENT; and the COUNTY OF LOS ANGELES; and DOES 1 through 100, Inclusive,

Defendants.

CASE NO. CV16-03166-JAK (AFMx)

**STIPULATED PROTECTIVE
ORDER**

Referred to Hon. Alexander F. MacKinnon

Courtroom "H" - 9th Floor

Trial Date: None set

1 1. A. PURPOSES AND LIMITATIONS

2 Discovery in this action is likely to involve production of confidential or
 3 private information for which special protection from public disclosure and from use
 4 for any purpose other than prosecuting this litigation may be warranted.
 5 Accordingly, the parties hereby stipulate to and petition the Court to enter the
 6 following Stipulated Protective Order. The parties acknowledge that this Order does
 7 not confer blanket protections on all disclosures or responses to discovery and that
 8 the protection it affords from public disclosure and use extends only to the limited
 9 information or items that are entitled to confidential treatment under the applicable
 10 legal principles.

11
 12 B. GOOD CAUSE STATEMENT ^{AFM}

13 This action is likely to involve ^{confidential} ~~privileged~~ information pertaining to personnel
 14 records and other materials subject to privacy protections for which special
 15 protection from public disclosure and from use for any purpose other than
 16 prosecution of this action is warranted. Limiting disclosure of these documents to
 17 the context of this litigation as provided herein will, accordingly, further important
 18 law enforcement objectives and interests, including the safety of personnel and the
 19 public, as well as individual privacy rights of Plaintiff, Defendants, and third parties.
 20 Such confidential materials and information consist of, among other things,
 21 materials entitled to privileges and/or protections under the following: the United
 22 States Constitution, First Amendment; the California Constitution, Article I, Section
 23 1; California *Penal Code* Sections 832.5, 832.7, and 832.8; California *Evidence*
 24 *Code* Sections 1040 and 1043 *et seq.*; the Official Information Privilege; the Privacy
 25 Act of 1974, 5 U.S.C. § 552a; the right to privacy; decisional law relating to such
 26 provisions; and information otherwise generally unavailable to the public, or which
 27 may be privileged or otherwise protected from disclosure under state or federal
 28 statutes, court rules, case decisions, or common law. Confidential information with

1 respect to the Defendants may include: personnel files; email and written
2 correspondence records; and policies and procedures that are kept from the public in
3 the ordinary course of business, as well as other items subject to the Official
4 Information Privilege and other privileges. Confidential information with respect to
5 the Plaintiff may include: the Plaintiff's employment and financial records; email
6 and written correspondence records; and psychological notes, evaluations, and
7 report and treatment plans relating to the treatment, care, and evaluation of the
8 Plaintiff. Accordingly, to expedite the flow of information, to facilitate the prompt
9 resolution of disputes over confidentiality of discovery materials, to adequately
10 protect information the parties are entitled to keep confidential, to ensure that the
11 parties are permitted to reasonable necessary uses of such material in preparation for
12 and in conduct of trial, to address their handling at the end of the litigation, and
13 serve the ends of justice, a protective order for such information is justified in this
14 matter. It is the intent of the parties that information will not be designated as
15 confidential for tactical reasons and that nothing be so designated without a good
16 faith belief that it has been maintained in a confidential, non-public manner, and
17 there is good cause why it should not be part of the public record of this case.

18
19 C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER
20 SEAL

21 The parties further acknowledge, as set forth in Section 12.3, below, that this
22 Stipulated Protective Order does not entitle them to file confidential information
23 under seal; Local Civil Rule 79-5 sets forth the procedures that must be followed
24 and the standards that will be applied when a party seeks permission from the court
25 to file material under seal.

26 There is a strong presumption that the public has a right of access to judicial
27 proceedings and records in civil cases. In connection with non-dispositive motions,
28 good cause must be shown to support a filing under seal. *See Kamakana v. City and*

1 *County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips v. Gen. Motors*
2 *Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-Welbon v. Sony Electronics,*
3 *Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective orders
4 require good cause showing), and a specific showing of good cause or compelling
5 reasons with proper evidentiary support and legal justification, must be made with
6 respect to Protected Material that a party seeks to file under seal. The parties' mere
7 designation of Disclosure or Discovery Material as CONFIDENTIAL does not—
8 without the submission of competent evidence by declaration, establishing that the
9 material sought to be filed under seal qualifies as confidential, privileged, or
10 otherwise protectable—constitute good cause.

11 Further, if a party requests sealing related to dispositive motion or trial, then
12 compelling reasons, not only good cause, for the sealing must be shown, and the
13 relief sought shall be narrowly tailored to serve the specific interest to be protected.
14 *See Pintos v. Pacific Creditors Ass'n*, 605 F.3d 665, 677-79 (9th Cir. 2010). For
15 each item or type of information, document, or thing sought to be filed or introduced
16 under seal in connection with a dispositive motion or trial, the party seeking
17 protection must articulate compelling reasons, supported by specific facts and legal
18 justification, for the requested sealing order. Again, competent evidence supporting
19 the application to file documents under seal must be provided by declaration.

20 Any document that is not confidential, privileged, or otherwise protectable in
21 its entirety will not be filed under seal if the confidential portions can be redacted.
22 If documents can be redacted, then a redacted version for public viewing, omitting
23 only the confidential, privileged, or otherwise protectable portions of the document,
24 shall be filed. Any application that seeks to file documents under seal in their
25 entirety should include an explanation of why redaction is not feasible.

26
27 2. DEFINITIONS

28 2.1 Action: *Zee v. McDonnell, et al.*, Case No. CV16-03166-JAK (AFM).

1 2.2 Challenging Party: a Party or Non-Party that challenges the
2 designation of information or items under this Order.

3 2.3 "CONFIDENTIAL" Information or Items: information (regardless of
4 how it is generated, stored or maintained) or tangible things that qualify for
5 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
6 the Good Cause Statement.

7 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as
8 their support staff).

9 2.5 Designating Party: a Party or Non-Party that designated information or
10 items that it produces in disclosures or in responses to discovery as
11 "CONFIDENTIAL."

12 2.6 Disclosure or Discovery Material: all items or information, regardless
13 of the medium or manner in which it is generated, stored, or maintained (including,
14 among other things, testimony, transcripts, and tangible things), that are produced or
15 generated in disclosures or responses to discovery in this matter.

16 2.7 Expert: a person with specialized knowledge or experience in a matter
17 pertinent to the litigation who has been retained by a Party or its counsel to serve as
18 an expert witness or as a consultant in this Action.

19 2.8 House Counsel: attorneys who are employees of a party to this Action.
20 House Counsel does not include Outside Counsel of Record or any other outside
21 counsel.

22 2.9 Non-Party: any natural person, partnership, corporation, association or
23 other legal entity not named as a Party to this action.

24 2.10 Outside Counsel of Record: attorneys who are not employees of a
25 party to this Action but are retained to represent or advice a party to this Action and
26 have appeared in this Action on behalf of that party or are affiliated with a law firm
27 that has appeared on behalf of that party, and that includes support staff.

28 2.11 Party: any party to this Action, including all of its officers, directors,

1 employees, consultants, retained experts, and Outside Counsel of Record (and their
2 support staffs).

3 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
4 Discovery Material in this Action.

5 2.13 Professional Vendors: persons or entities that provide litigation
6 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
7 demonstrations, and organizing, storing, or retrieving data in any form or medium)
8 and their employees and subcontractors.

9 2.14 Protected Material: any Disclosure or Discovery Material that is
10 designated as "CONFIDENTIAL."

11 2.15 Receiving Party: a Party that receives Disclosure or Discovery
12 Material from a Producing Party.

13 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material
14 from a Producing Party.

15

16 3. SCOPE

17 The protections conferred by this Stipulation and Order cover not only
18 Protected Material (as defined above), but also (1) any information copied or
19 extracted from Protected Material; (2) all copies, excerpts, summaries, or
20 compilations of Protected Material; and (3) any testimony, conversations, or
21 presentations by Parties or their Counsel that might reveal Protected Material.

22 Any use of Protected Material at trial shall be governed by the orders of the
23 trial judge. This Order does not govern the use of Protected Material at trial.

24

25 4. DURATION

26 Once a case proceeds to trial, information that was designated as
27 CONFIDENTIAL or maintained pursuant to this protective order used or introduced
28 as an exhibit at trial becomes public and will be presumptively available to all

1 members of the public, including the press, unless compelling reasons supported by
2 specific factual findings to proceed otherwise are made to the trial judge in advance
3 of the trial. *See Kamakana*, 447 F.3d at 1180-81 (distinguishing “good cause”
4 showing for sealing documents produced in discovery from “compelling reasons”
5 standard when merits-related documents are part of court record). Accordingly, the
6 terms of this protective order do not extend beyond the commencement of the trial.
7

8 5. DESIGNATING PROTECTED MATERIAL

9 5.1 Exercise of Restraint and Care in Designating Material for Protection.

10 Each Party or Non-Party that designates information or items for protection
11 under this Order must take care to limit any such designation to specific material
12 that qualifies under the appropriate standards. The Designating Party must
13 designate for protection only those parts of material, documents, items or oral or
14 written communications that qualify so that other portions of the material,
15 documents, items or communications for which protection is not warranted are not
16 swept unjustifiably within the ambit of this Order.

17 Mass, indiscriminate or routinized designations are prohibited. Designations
18 that are shown to be clearly unjustified or that have been made for an improper
19 purpose (e.g., to unnecessarily encumber the case development process or to impose
20 unnecessary expenses and burdens on other parties) may expose the Designating
21 Party to sanctions.

22 If it comes to a Designating Party’s attention that information or items that it
23 designated for protection do not qualify for protection, that Designating Party must
24 promptly notify all other Parties that it is withdrawing the inapplicable designation.

25 5.2 Manner and Timing of Designations. Except as otherwise provided in
26 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
27 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
28 under this Order must be clearly so designated before the material is disclosed or

1 produced.

2 Designation in conformity with this Order requires:

3 (a) for information in documentary form (e.g., paper or electronic
4 documents, but excluding transcripts of depositions or other pretrial or trial
5 proceedings), that the Producing Party affix at a minimum, the legend
6 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that
7 contains protected material. If only a portion of the material on a page qualifies for
8 protection, the Producing Party also must clearly identify the protected portion(s)
9 (e.g., by making appropriate markings in the margins).

10 A Party or Non-Party that makes original documents available for inspection
11 need not designate them for protection until after the inspecting Party has indicated
12 which documents it would like copied and produced. During the inspection and
13 before the designation, all of the material made available for inspection shall be
14 deemed "CONFIDENTIAL." After the inspecting Party has identified the
15 documents it wants copied and produced, the Producing Party must determine which
16 documents, or portions thereof, qualify for protection under this Order. Then, before
17 producing the specified documents, the Producing Party must affix the
18 "CONFIDENTIAL legend" to each page that contains Protected Material. If only a
19 portion of the material on a page qualifies for protection, the Producing Party also
20 must clearly identify the protected portion(s) (e.g., by making appropriate markings
21 in the margins).

22 (b) for testimony given in depositions that the Designating Party identifies
23 the Disclosure or Discovery Material on the record, before the close of the
24 deposition all protected testimony.

25 (c) for information produced in some form other than documentary and for
26 any other tangible items, that the Producing Party affix in a prominent place on the
27 exterior of the container or containers in which the information is stored the legend
28 "CONFIDENTIAL." If only a portion or portions of the information warrants

1 protection, the Producing Party, to the extent practicable, shall identify the protected
2 portion(s).

3 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
4 failure to designate qualified information or items does not, standing alone, waive
5 the Designating Party's right to secure protection under this Order for such material.
6 Upon timely correction of a designation, the Receiving Party must make reasonable
7 efforts to assure that the material is treated in accordance with the provisions of this
8 Order.

9
10 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

11 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
12 designation of confidentiality at any time that is consistent with the Court's
13 Scheduling Order.

14 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
15 resolution process under Local Rule 37.1 et seq.

16 6.3 The burden of persuasion in any such challenge proceeding shall be on
17 the Designating Party. Frivolous challenges, and those made for an improper
18 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
19 parties) may expose the Challenging Party to sanctions. Unless the Designating
20 Party has waived or withdrawn the confidentiality designation, all parties shall
21 continue to afford the material in question the level of protection to which it is
22 entitled under the Producing Party's designation until the Court rules on the
23 challenge.

24
25 7. ACCESS TO AND USE OF PROTECTED MATERIAL

26 7.1 Basic Principles. A Receiving Party may use Protected Material that is
27 disclosed or produced by another Party or by a Non-Party in connection with this
28 Action only for prosecuting, defending or attempting to settle this Action. Such

1 Protected Material may be disclosed only to the categories of persons and under the
2 conditions described in this Order. When the Action has been terminated, a
3 Receiving Party must comply with the provisions of section 13 below (FINAL
4 DISPOSITION).

5 Protected Material must be stored and maintained by a Receiving Party at a
6 location and in a secure manner that ensures that access is limited to the persons
7 authorized under this Order.

8 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
9 otherwise ordered by the court or permitted in writing by the Designating Party, a
10 Receiving Party may disclose any information or item designated
11 "CONFIDENTIAL" only to:

12 (a) the Receiving Party's Outside Counsel of Record in this Action, as well
13 as employees of said Outside Counsel of Record to whom it is reasonably necessary
14 to disclose the information for this Action;

15 (b) the officers, directors, and employees (including House Counsel) of the
16 Receiving Party to whom disclosure is reasonably necessary for this Action;

17 (c) Experts (as defined in this Order) of the Receiving Party to whom
18 disclosure is reasonably necessary for this Action and who have signed the
19 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

20 (d) the court and its personnel;

21 (e) court reporters and their staff;

22 (f) professional jury or trial consultants, mock jurors, and Professional
23 Vendors to whom disclosure is reasonably necessary for this Action and who have
24 signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

25 (g) the author or recipient of a document containing the information or a
26 custodian or other person who otherwise possessed or knew the information;

27 (h) during their depositions, witnesses, and attorneys for witnesses, in the
28 Action to whom disclosure is reasonably necessary provided: (1) the deposing party

1 requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will
2 not be permitted to keep any confidential information unless they sign the
3 "Acknowledgment and Agreement to Be Bound" (Exhibit A), unless otherwise
4 agreed by the Designating Party or ordered by the court. Pages of transcribed
5 deposition testimony or exhibits to depositions that reveal Protected Material may
6 be separately bound by the court reporter and may not be disclosed to anyone except
7 as permitted under this Stipulated Protective Order; and

8 (i) any mediator or settlement officer, and their supporting personnel,
9 mutually agreed upon by any of the parties engaged in settlement discussions.

10

11 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
12 IN OTHER LITIGATION

13 If a Party is served with a subpoena or a court order issued in other litigation
14 that compels disclosure of any information or items designated in this Action as
15 "CONFIDENTIAL," that Party must:

16 (a) promptly notify in writing the Designating Party. Such notification
17 shall include a copy of the subpoena or court order;

18 (b) promptly notify in writing the party who caused the subpoena or order
19 to issue in the other litigation that some or all of the material covered by the
20 subpoena or order is subject to this Protective Order. Such notification shall include
21 a copy of this Stipulated Protective Order; and

22 (c) cooperate with respect to all reasonable procedures sought to be pursued
23 by the Designating Party whose Protected Material may be affected.

24 If the Designating Party timely seeks a protective order, the Party served with
25 the subpoena or court order shall not produce any information designated in this
26 action as "CONFIDENTIAL" before a determination by the court from which the
27 subpoena or order issued, unless the Party has obtained the Designating Party's
28 permission. The Designating Party shall bear the burden and expense of seeking

1 protection in that court of its confidential material and nothing in these provisions
2 should be construed as authorizing or encouraging a Receiving Party in this Action
3 to disobey a lawful directive from another court.

4
5 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE
6 PRODUCED IN THIS LITIGATION

7 (a) The terms of this Order are applicable to information produced by a
8 Non-Party in this Action and designated as "CONFIDENTIAL." Such information
9 produced by Non-Parties in connection with this litigation is protected by the
10 remedies and relief provided by this Order. Nothing in these provisions should be
11 construed as prohibiting a Non-Party from seeking additional protections.

12 (b) In the event that a Party is required, by a valid discovery request, to
13 produce a Non-Party's confidential information in its possession, and the Party is
14 subject to an agreement with the Non-Party not to produce the Non-Party's
15 confidential information, then the Party shall:

16 (1) promptly notify in writing the Requesting Party and the Non-Party
17 that some or all of the information requested is subject to a confidentiality
18 agreement with a Non-Party;

19 (2) promptly provide the Non-Party with a copy of the Stipulated
20 Protective Order in this Action, the relevant discovery request(s), and a reasonably
21 specific description of the information requested; and

22 (3) make the information requested available for inspection by the Non-
23 Party, if requested.

24 (c) If the Non-Party fails to seek a protective order from this court within
25 14 days of receiving the notice and accompanying information, the Receiving Party
26 may produce the Non-Party's confidential information responsive to the discovery
27 request. If the Non-Party timely seeks a protective order, the Receiving Party shall
28 not produce any information in its possession or control that is subject to the

1 confidentiality agreement with the Non-Party before a determination by the court.
2 Absent a court order to the contrary, the Non-Party shall bear the burden and
3 expense of seeking protection in this court of its Protected Material.
4

5 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

6 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
7 Protected Material to any person or in any circumstance not authorized under this
8 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
9 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
10 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or
11 persons to whom unauthorized disclosures were made of all the terms of this Order,
12 and (d) request such person or persons to execute the "Acknowledgment and
13 Agreement to Be Bound" that is attached hereto as Exhibit A.
14

15 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
16 PROTECTED MATERIAL

17 When a Producing Party gives notice to Receiving Parties that certain
18 inadvertently produced material is subject to a claim of privilege or other protection,
19 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
20 Procedure 26(b)(5)(B). This provision is not intended to modify whatever
21 procedure may be established in an e-discovery order that provides for production
22 without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and
23 (e), insofar as the parties reach an agreement on the effect of disclosure of a
24 communication or information covered by the attorney-client privilege or work
25 product protection, the parties may incorporate their agreement in the stipulated
26 protective order submitted to the court.
27
28

1 12. MISCELLANEOUS

2 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
3 person to seek its modification by the Court in the future.

4 12.2 Right to Assert Other Objections. By stipulating to the entry of this
5 Protective Order, no Party waives any right it otherwise would have to object to
6 disclosing or producing any information or item on any ground not addressed in this
7 Stipulated Protective Order. Similarly, no Party waives any right to object on any
8 ground to use in evidence of any of the material covered by this Protective Order.

9 12.3 Filing Protected Material. A Party that seeks to file under seal any
10 Protected Material must comply with Local Civil Rule 79-5. Protected Material
11 may only be filed under seal pursuant to a court order authorizing the sealing of the
12 specific Protected Material at issue. If a Party's request to file Protected Material
13 under seal is denied by the court, then the Receiving Party may file the information
14 in the public record unless otherwise instructed by the court.

15

16 13. FINAL DISPOSITION

17 After the final disposition of this Action, as defined in paragraph 4, within 60
18 days of a written request by the Designating Party, each Receiving Party must return
19 all Protected Material to the Producing Party or destroy such material. As used in
20 this subdivision, "all Protected Material" includes all copies, abstracts, compilations,
21 summaries, and any other format reproducing or capturing any of the Protected
22 Material. Whether the Protected Material is returned or destroyed, the Receiving
23 Party must submit a written certification to the Producing Party (and, if not the same
24 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies
25 (by category, where appropriate) all the Protected Material that was returned or
26 destroyed and (2) affirms that the Receiving Party has not retained any copies,
27 abstracts, compilations, summaries or any other format reproducing or capturing any
28 of the Protected Material. Notwithstanding this provision, Counsel are entitled to

1 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing
2 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert
3 reports, attorney work product, and consultant and expert work product, even if such
4 materials contain Protected Material. Any such archival copies that contain or
5 constitute Protected Material remain subject to this Protective Order as set forth in
6 Section 4 (DURATION).

7
8 14. VIOLATION

9 Any violation of this Order may be punished by appropriate measures
10 including, without limitation, contempt proceedings and/or monetary sanctions.

11
12 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

13
14 DATED: 6/30/16

15
16 Cindy N. Tran

17 CINDY N. TRAN
18 MARY DER-PARSEGHIAN
19 Attorneys for Plaintiff TAPPAN ZEE

20 DATED: 6/30/16

21
22 Roderick E. Sasis

23 THOMAS C. HURRELL
24 MARIAM KALOUSTIAN
25 RODERICK E. SASIS
26 Attorneys for Defendants JAMES P.
27 MCDONNELL, THOMAS ANGEL,
28 RICHARD J. BARRANTES, ELIEZER
VERA, SALIM S. AIMAQ, JOHN L.
SCOTT, LOS ANGELES COUNTY
SHERIFF'S DEPARTMENT,
and COUNTY OF LOS ANGELES

1 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

2

3 DATED: 7/5/2016

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6 HON. ALEXANDER F. MacKINNON
7 United States Magistrate Judge

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under
penalty of perjury that I have read in its entirety and understand the Stipulated
Protective Order that was issued by the United States District Court for the Central
District of California on [date] in the case of *Zee v. McDonnell, et al.*, Case No.
CV16-03166-JAK (AFM). I agree to comply with and to be bound by all the terms
of this Stipulated Protective Order and I understand and acknowledge that failure to
so comply could expose me to sanctions and punishment in the nature of contempt.
I solemnly promise that I will not disclose in any manner any information or item
that is subject to this Stipulated Protective Order to any person or entity except in
strict compliance with the provisions of this Order. I further agree to submit to the
jurisdiction of the United States District Court for the Central District of California
for enforcing the terms of this Stipulated Protective Order, even if such enforcement
proceedings occur after termination of this action. I hereby appoint
_____ [print or type full name] of
_____ [print or type full address and
telephone number] as my California agent for service of process in connection with
this action or any proceedings related to enforcement of this Stipulated Protective
Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____